Save-It Discount Foods, Inc. *and* United Food and Commercial Workers Union, Local 1540, AFL-CIO-CLC and National Production Workers Union, Local 707

National Production Workers Union, Local 707 *and* United Food and Commercial Workers Union, Local 1540, AFL-CIO-CLC and Save-It Discount Foods, Inc. Cases 13-CA-20825 and 13-CB-9390

August 24, 1982

DECISION AND ORDER

BY MEMBERS JENKINS, ZIMMERMAN, AND HUNTER

On January 27, 1982, Administrative Law Judge Robert M. Schwarzbart issued the attached Decision in this proceeding. Thereafter, the Respondent Employer filed exceptions and a supporting brief, the General Counsel filed a cross-exception and an answering brief, and the Respondent Employer filed an answering brief.[1]

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and briefs and has decided to affirm the rulings, findings,[2] and conclusions of the Administrative Law Judge and to adopt his recommended Order, as modified herein.[3]

[1] The General Counsel filed a cross-exception limited to a request that the Board substitute a narrow cease-and-desist order for the broad order against the Respondent Union recommended by the Administrative Law Judge. The Respondent Employer filed a document labeled "answering brief" which, in fact, is not a response to the General Counsel's cross-exception, but, instead, is a reply to the General Counsel's answering brief to the Respondent Employer's exceptions, and has nothing whatever to do with the cross-exception. This is an abuse of the Board's processes, which limit parties to one brief in support of, and one brief in opposition to, each set of exceptions and cross-exceptions.

[2] The Respondent Employer has excepted to certain credibility findings made by the Administrative Law Judge. It is the Board's established policy not to overrule an administrative law judge's resolutions with respect to credibility unless the clear preponderance of all of the relevant evidence convinces us that the resolutions are incorrect. *Standard Dry Wall Products, Inc.*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing his findings.

[3] In his recommended Order, the Administrative Law Judge employed broad injunctive language in ordering Respondent Union to cease and desist from engaging in "any other" unlawful conduct. This may have been inadvertent, as the corresponding language in the portion of the Order addressed to Respondent Employer, and the corresponding language in both notices appended to the Administrative Law Judge's Decision is the narrow, "any like or related manner." As the General Counsel does not seek the broad language and, in fact, has excepted to the Administrative Law Judge's use of such language, we shall narrow it to conform to the notices.

Member Jenkins would compute interest on the dues and other moneys unlawfully exacted from employees in accordance with his dissent in *Olympic Medical Corporation*, 250 NLRB 146 (1980).

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge, as modified below, and hereby orders that Respondent Save-It Discount Foods, Inc., Mundelein, Illinois, its officers, agents, successors, and assigns, and Respondent National Production Workers Union, Local 707, its officers, agents, and representatives, shall take the action set forth in the said recommended Order, as so modified:

Substitute the following for paragraph B, 1(c):

"(c) In any like or related manner restraining or coercing employees in the exercise of rights guaranteed them in Section 7 of the Act."

DECISION

STATEMENT OF THE CASE

ROBERT M. SCHWARZBART, Administrative Law Judge: These consolidated cases were heard on October 26, 27, and 28, 1981,[1] in Chicago, Illinois, pursuant to charges[2] filed by United Food and Commercial Workers Union, Local 1540, AFL-CIO-CLC, herein Local 1540, and a consolidated complaint issued April 20.

The complaint alleges that Save-It Discount Foods, Inc., herein called the Respondent Employer, violated Section 8(a)(1), (2), and (3) of the National Labor Relations Act, as amended, herein called the Act, and that National Production Workers Union, Local 707, herein called the Respondent Union, violated Section 8(b)(1)(A) and (2) of the Act. More specifically, it is alleged that the Respondent Employer recognized the Respondent Union at, and applied its union-security collective-bargaining agreement with that Union covering its four other Illinois retail stores to, employees at its newly opened Mundelein, Illinois, store. Employees and/or job applicants were required to sign membership applications dues-checkoff authorizations and enrollment forms for union insurance. Moneys deducted thereafter as initiation fees and dues were paid to the Respondent Union. This, assertedly, was done at a time when Local 707 did not represent an uncoerced majority of those employees. The Respondent Union, in these circumstances, is alleged to have correspondingly violated the Act by accepting such recognition, the application of this collective-bargaining agreement to the Mundelein employees, and the deducted moneys paid over as initiation fees and dues. Additionally, the Respondent Employer is alleged to have independently violated Section 8(a)(1) of the Act by telling employees at its Mundelein store that they would not be hired by the Company unless they gave up membership in a labor organization other than the Respondent Union, and by coercively interrogating a Mundelein employee concerning her union activities. In their answers, the Re-

[1] All dates hereinafter are within 1981 unless otherwise specified.

[2] The charges in Cases 13-CA-20825 and 13-CB-9390 were filed on February 12.

spondents deny the commission of unfair labor practices. The Respondents contend that they had acted appropriately in extending the terms of their collective-bargaining agreement to employees at the Mundelein store on the ground that that store is an accretion to the existing four-store bargaining unit and that, as such, they were bound by the contract's "recognition" provision which they interpret as making the agreement applicable to hourly paid employees employed by the Company at all its retail stores.

Upon the entire record of this case and my observation of the witnesses and their demeanor, I make the following:

FINDINGS OF FACT

I. JURISDICTION

The Respondent Employer, an Illinois corporation, is engaged in the retail sale of limited item discount foods in and about the Chicago, Illinois, area, including the suburbs of Elmhurst, Aurora, Mundelein, and Forest Park, all in Illinois. During the 12 months preceding issuance of complaint in this matter, a representative period, the Respondent Employer, in the course and conduct of its business operations, sold goods and products valued in excess of $1 million. During that same period, the Respondent Employer purchased goods and products valued in excess of $50,000, which were shipped from outside the State of Illinois directly to points within the State of Illinois.

From the foregoing conceded facts, I find that the Respondent Employer is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

II. THE LABOR ORGANIZATIONS INVOLVED

The answers admit and I find that Local 1540, the Charging Party, and the Respondent Union, Local 707, both are labor organizations within the meaning of Section 2(5) of the Act.

III. THE UNFAIR LABOR PRACTICES

A. *The Application and Enforcement of the Collective-Bargaining Agreement at the Mundelein Store*

1. The facts

The Respondent Employer, in business for about 3 years, operates five retail stores in Chicago, Illinois, and that city's suburbs of Elmhurst, Aurora, Forest Park, and Mundelein, where a limited variety of food items are sold at discount. The general manager charged with overall supervision of these stores is Robert Johnson. In July, Don Rosenova replaced Richard Lorenzetti, who, until then, had been district manager,[3] assisting Johnson in the operation of these stores.

The Respondent had entered into a collective-bargaining agreement, effective from January 1, 1979, until midnight, December 31, 1981, applicable by the terms of article 3, the recognition provision, "to all hourly-paid employees employed by the Company in its retail stores, but exclud(ing) managers, assistant managers, office clerical employees and truck drivers." The contract provided for union security, mandating membership in the Respondent Union after an appropriate grace period; for remittance of dues to the Union by the Company at specific intervals; a grievance-arbitration procedure; and for monthly employer contributions to the National Production Workers Union, Local 707, Insurance Fund on behalf of each employee in the bargaining unit, "for the purpose of providing life insurance and other additional insurance benefits for such employees."

At the time the contract was executed, on January 11, 1979, effective retroactively, to January 1, the Respondent Employer had but two stores where the agreement could be applied, in Aurora and Forest Park. These units had opened in 1978 and 1979, respectively. When the Elmhurst and Chicago stores were opened consecutively in June and July 1980, the contract was extended to the hourly rated employees at those locations as well.

The Respondent Employer's general manager, Robert Johnson, testified that he further extended the collective-bargaining agreement to cover the hourly paid employees at the Mundelein store which had begun operations on January 5, because of the contractual provision which made it germane to all the Company's hourly employees. Johnson explained that there was no contractual language limiting the applicability of the agreement to specific stores or locations, nor was it restricted by any jurisdictional limitation on the part of the Respondent Union. Johnson testified that he had decided independently to extend the contract to Mundelein in December 1980, when the Company had begun to establish that store and before any employees had been hired to work there.

At the hearing, the parties entered the following stipulation concerning the Mundelein store and the application of the existing collective-bargaining agreement to persons employed there:

> Save-It Discount Foods, Inc., through its supervisors and agents, began accepting applications for employment and interviewing applicants at its new store in Mundelein, Illinois, in early December, 1980.
>
> The first hourly employees began working in that store in late December 1980.
>
> During December 1980 and January 1981, Save-It Discount Foods, Inc., through its supervisors and agents, distributed applications for membership in Local 707, National Production Workers Union, and dues checkoff authorization cards[4] to certain of its newly-hired hourly employees in Mundelein, Illinois, and received back the completed and executed cards from a majority of its hourly employees in Mundelein, Illinois.[5]

[3] The five stores comprise the Respondent Employer's only district.

[4] The parties stipulated that what actually was distributed were three-part forms each of which included an application for membership in the Respondent Union, a dues-checkoff authorization, and an enrollment form for group insurance.

[5] Johnson explained that in December 1980, during the first hiring period for the Mundelein store, job seekers at their initial interviews,

Continued

On or about January 24, 1981, Save-It Discount Foods began deducting initiation fees and dues from the pay of certain of its employees in Mundelein, Illinois.

Beginning in February 1981, and once each month thereafter, Save-It Discount Foods, Inc., has paid to Local 707, National Production Workers Union, the money which it had withheld for initiation fees and dues from the pay of its employees in Mundeleln, Illinois.

In accordance with the terms of its agreement with Local 707, National Production Workers Union, as described in paragraph VIII(a) of the Complaint and the affirmative defense pleaded in paragraph XVI of the Employer's Answer, the Company recognized Local 707 as the collective-bargaining representative of its hourly employees in Mundeleln, Illinois, and applied the terms of that contract to them.[6]

It further was stipulated that, since the end of February, a sign has been posted at the Company's Mundelein store stating, in effect, that the Mundelein facility was a union store organized by the Respondent Union. Similar signs had been posted earlier at each of the Respondent Employer's other stores.

As noted, the General Counsel contends that the collective-bargaining agreement was unlawfully extended to the Mundelein store at a time when a representative complement of that store's employees had not yet been hired and when Local 707 did not have the support of an uncoerced majority of that store's employees. The General Counsel does not contest the Respondent's earlier extensions of that contract to the Company's other stores. The Respondents, contrary to the General Counsel and Local 1540, assert that the Mundelein store is an accretion to the existing multistore bargaining unit, that they were bound under the terms of their contract to apply that agreement to the Mundelein employees, and that in so doing they had acted lawfully, consistent with the principles of accretion.

The Respondent Employer's corporate headquarters are in North Lake, Illinois, at a separate facility from the stores. Dominic DiMateo, the Company's president and chief executive officer, has his office there, as do Johnson and Conrad McAlpine, vice president and treasurer,[7] both of whom report directly to DiMateo. Also based at North Lake is the district manager, immediately subordinate to Johnson, and who most directly oversees the stores. As noted, while the Mundelein store was being initiated and until July, this position was filled by Richard Lorenzetti, who, at the time of the hearing, held another position with the Company's parent concern, Fisher Foods. Since Lorenzetti's departure the district manager has been Don Rosenova.

The managers of the five stores report to Johnson through the district manager, who, in November and December 1980 and January 1981, the period principally in issue, spent approximately 75 percent of his time away from headquarters visiting the various stores, including Mundelein. In addition to the store manager, each store has an assistant manager, and all stores but Forest Park also have a manager-trainee, sometimes referred to internally as "the third man." In accordance with the stipulation of the parties, I find that the store managers, assistant managers, and manager-trainees are salaried supervisors and agents of the Respondent Employer within the meaning of Section 2(11) of the Act.

The hourly store employees, mostly in high school or junior college, all work part time, averaging around 15 hours per week. No hourly employees are on a 40-hour weekly schedule. Such hours contrast with those of the store managers and assistant managers, who, at Mundelein, work around 50 and 45 hours, respectively, arranged so that one of them and/or the management-trainee always is present.

At the time of the hearing, the Mundelein store employed about 16 hourly employees, while, since January, the Aurora and Elmhurst stores each have employed approximately 25 hourly employees. Since January, the Forest Park and Chicago stores had respective complements of about 30.

The five stores' hours of operation reflect the following variations:[8]

Store	*Monday—Thursday*	*Friday*	*Saturday*	*Sunday*
Aurora & Forest Park	9 a.m.-7 p.m.	9 a.m.-9 p.m.	9 a.m.-6 p.m.	9 a.m. 5 p.m.
Chicago	9 a.m.-8 p.m.	9 a.m.-9 p.m.	8 a.m.-7 p.m.	9 a.m.-5 p.m.
Mundelein	9 a.m.-8 p.m.	9 a.m.-9 p.m.	8 a.m.-6 p.m.	9 a.m.-5 p.m.
Elmhurst	9 a.m.-7 p.m.	9 a.m.-9 p.m.	8 a.m.-6 p.m.	Closed

Generally, employees work on rotating shifts as scheduled by their store managers. While the store managers might check with the district manager in preparing the weekly work schedules, this function essentially is each store manager's responsibility. Employees who have special reasons recognized by their store managers, for wishing to work fixed hours, may be assigned to their shifts on a permanent, nonrotating basis.

completed only the work application forms. If called back for a second interview and hired they then would fill out W-4 forms. Successful applicants might also then be given the three-part membership application forms for Local 707, particularly if the business agent had left a supply or was present at the time. Some of these prehire interviews were conducted by Johnson and some by the then district manager, Lorenzetti.

[6] As the stipulation indicates, par. VIII(a) of the complaint alleges that the Respondents executed and enforced the described contract for the unit set forth above, while par. XVI of the Company's answer admits the execution of that agreement, asserts that the contract is valid and that the Respondent Employer "was obligated by said collective-bargaining agreement to recognize the hourly-paid employees at its Mundelein store as being represented by the Respondent Union pursuant to said collective-bargaining agreement."

[7] McAlpine is in charge of the Respondent Employer's accounting facilities, pays the Company's bills, and writes its checks. It is Johnson and those subordinate to him who are charged with the operation of the stores.

[8] Store hours are determined by Johnson after receiving recommendations from the district and store managers.

The assistant managers are in charge of the stocking area and the clerks assigned there. They substitute for the store managers in their absence.

The five stores are similar in appearance, and, except for certain beverages, sell the same items.[9] As noted, the stores are not full-time supermarkets, but, instead, carry limited assortments of foods, including produce, frozen foods, dairy, canned goods, cereals, and other packaged products. There are no meat departments. There usually is one name brand and one generic or house brand of each item. All goods are sold at discount. To maintain low prices, services are kept to a minimum. The Company does not cash checks, handle money orders, or accept return bottles. Customers take their selections to the cashiers, who, after checking out the goods, move them to other empty shopping carts. The customers bag their own groceries.

Johnson determines the merchandise to be carried at the stores, who the suppliers will be for all items, and negotiates with the vendors to establish the prices. The selected merchandise is set forth in order guides furnished weekly to each store. These are catalogues used by the store managers in ordering.

In placing orders, the code numbers given in the order guides for the desired items are noted and punched into electronic Telxon units in each store, together with the quantities requested. This information is automatically transmitted to receiving terminals at the warehouses of the various suppliers.[10] Merchandise so ordered is selected and shipped from those locations to the relevant stores where it is put out for sale.

Store managers are authorized to order inventory based on the volume of business done by their stores, and are pretrained to make such value judgments. The district manager routinely checks the volume of orders and whether the proper amounts of merchandise are in stock at the various stores. This examination includes verification of merchandise ordered but not received, merchandise not on hand, and merchandise not ordered. The district manager, in the case of irregularity, might also inquire into the procedure used in placing the orders. The district manager also tries to learn if there has been an unusually large turnover on any given product. Store managers communicate by phone with Johnson's office to cut back on existing orders or to obtain additional quantities of items in greater demand.

The district manager checks cash balances in the stores' safes, cash overage, and shortage reports, and is responsible for checking the cleanliness and orderliness of each store. He acts to ensure that products are rotated with the oldest moved out first, that merchandise is properly displayed[11] and that the Company's pricing policies are followed. As noted, the district manager also interviews applicants recommended by the store managers for positions as cashiers and stock clerks. Applicants for jobs as utility or maintenance employees are approved for hire by the district manager on the store managers' recommendation without separate interview.

Merchandise received at the stores are checked, counted, and signed for there by a clerk or management representative who makes out a receiver, a document showing the invoice numbers and the purchase prices involved. The receivers and the invoices are sent on the day of receipt to Johnson's office at North Lake from where bills are paid only with Johnson's approval. All clerical functions other than the stores' verification of receipt of merchandise, as described above, are performed at the North Lake headquarters office. Accordingly, all purchasing, accounting, bookkeeping and payroll functions are carried out there. Timecards from the five stores are fowarded to North Lake and paychecks prepared there are delivered to the stores, either by Johnson or the district manager, for distribution by the manager.[12] The same bank is used in common for all stores.

The movement of inventory is coordinated between stores by use of a transfer booklet, so that when a given store needs an additional item available in surplus at another store, the district manager can arrange the interstore merchandise transfer.

Advertising generally is done jointly for all stores. Johnson sets up the advertisements and furnishes copies to the stores. These appear in the form of handbills distributed at the stores, to customers door-to-door, or posted at the stores. Johnson has placed ads for all stores in Chicago metropolitan newspapers and ads for individual stores in the relevant local newspapers. The latter advertisements, however, also reflect sales and pricing policies that are identical with those in effect at the other locations. Certain advertisements are cooperative in that the procedures of the promoted products share advertising costs with the Company, and allowances paid by national brand suppliers, temporary reductions in pricing to help move specified items, are applied uniformly at all the Respondent Employer's stores.

While interstore transfers of employees are quite infrequent, they do occur. The record shows that of the 37 hourly employees who had started their employment with the Respondent at the Mundelein store since its inception,[13] there were 3 transfers from Mundelein to other locations.[14] In addition to the 37 employees referred to above, 4 others were brought into the Mundelein store from other facilities to assist there during the

[9] Johnson explained that individual beverage vendors are franchised to operate within specified areas, usually delimited to certain counties, and that, therefore, it is not possible to sell the same beverages in all stores. Other than this, all stores are similarly operated, use the same equipment including identical checkout machines, shopping carts, display signs, and baskets, and follow a common pricing policy set by Johnson.

[10] The Respondent Employer owns the Telxon transmitter and some of the receiving terminals, while certain other of the terminals are owned by the vendors.

[11] Store managers who have display problems consult with the district manager.

[12] Employees at all stores fill the same job classifications of cashiers, stockers, and maintenance; do the same work; and, within these classifications, are paid the same rates as provided in the collective-bargaining agreement.

[13] Actually, of this number, three apparently had transferred to Mundelein from other stores.

[14] Although the personnel notice forms used by the Company in making such transfers indicated that two of these transferees from Mundelein had left that store to train as "third men" or management-trainees, both men subsequently remained hourly employees. In addition to their use in connection with transfers, personnel notices also are used with respect to increases, vacation and holiday pay, and termination for all stores.

opening. One such employee, involved in training checkers or cashiers, performed this function exclusively at the Mundelein store for about three weeks before moving to another store to do the same work. Two of the others continued to work at Mundelein for about 6 weeks each, returned to college, and are no longer employed. The fourth, after spending approximately 6 weeks at Mundelein, returned to the Chicago store. In addition to transfers of hourly employees, the original and still incumbent manager of the Mundelein store had gone there from the Elmhurst store, while the present manager of the Elmhurst store previously had been manager of the Chicago store. Subject to Johnson's approval, there are no restrictions on transfers between facilities.

In matters of employee discipline, store managers, or the assistant managers in the managers' absence, complete a "constructive advice" form authorized by the Company, a copy of which goes in the offending employee's personnel file. If there is more than one such form, the district manager will speak with the worker. Should problems thereafter persist, suspension or other discipline might follow. The district manager must approve any discharge recommendation by the store manager.

Johnson has overall responsibility for the Respondent Employer's labor relations and, as the grievance-arbitration provision of the collective-bargaining agreement has been applied to all stores, including Mundelein, he ultimately may become involved in the resolution of any matters arising from the constructive advice forms that the union representative has not been able to settle with the relevant store manager or with the district manager. Johnson, in adjusting grievances, has overruled the district manager.

The North Lake headquarters is approximately distanced from the various stores as follows: Elmhurst—10 miles; Forest Park—7 miles; Aurora—25 miles; Chicago—22 miles; and Mundelein—32 miles.[15] Mundelein is approximately 23 miles from the Chicago store, the nearest facility, which, in turn, is about 20 miles distant from Forest Park. The Aurora store is around 20 and 25 miles away from the Elmhurst and Forest Park locations, respectively.

2. Discussion and conclusions

The General Counsel argues that the Mundelein store is an appropriate unit standing alone and should not be accreted to the Respondent Employer's four other stores in the Chicago metropolitan area, even though a unit consisting of all five stores might also be appropriate in the context of a representation case. The Respondents contend that the stores are interdependent and are functionally and administratively integrated with strong central control, and that, therefore, the only appropriate unit must include all five stores, and that the extension of the existing collective-bargaining agreement to cover the Mundelein store employees was proper in recognition of a lawful accretion.

Administrative Law Judge Shapiro in his Board-approved decision in *Westwood Import Company, Inc.*[16] discussed certain principles applicable to accretion:

> "An accretion is, by definition, merely the addition of new employees to an already existing group." *N.L.R.B.* v. *Food Employers Council, Inc., and Retail Clerks Union, Local 770,* 399 F.2d 501, 502 (9th Cir. 1968). Employees so added to an existing bargaining unit are regarded as a part of that unit. See *Westinghouse Electric Corp.* v. *N.L.R.B.*, 440 F.2d 7 (2d Cir. 1971). In deciding whether a new group of employees is an accretion to an existing bargaining unit, the Board not only considers such factors as functional integration, level of management control, similarity of working conditions, bargaining history, employee interchange, job skills, and physical separateness but also gives special weight to the interests of the unrepresented employees in exercising their own right to self-organization. See *Food Employers Council, Inc., supra* at 501, 504. Hence, even though an overall bargaining unit may be appropriate if the issse is raised in the context of a petition for a representation election, the Board will not, "under the guise of accretion, compel a group of employees, who may constitute a separate appropriate unit, to be included in an overall unit without allowing those employees the opportunity of expressing their preference in a secret-ballot election or by some other evidence that they wish to authorize the union to represent them." *Melbet Jewelry Co., Inc., and I.D.S.-Orchard Park Inc.*, 180 NLRB 107, 110 (1969). And, "when the relevant considerations are not free from doubt," the Board and courts are in agreement that "it would seem more satisfactory to resolve such close questions through the election process rather than seeking an addition of the new employees by a finding of accretion" because "as a general rule, the accretion doctrine should be applied restrictively since it deprives the new employees of the opportunity to express their desires regarding membership in the existing unit." *Westinghouse Electric Corp.* v. *N.L.R.B.*, 440 F.2d 7, 11, and cases cited therein.[17]

Although the Respondents place particular emphasis on the Company's centralized handling of administrative and labor relations matters, of which there is much evidence, the Board in *Renzetti's Market, Inc.*,[18] held that:

> [T]he Employer's centralized administration is not, in our view, the primary factor which we must consider in determining whether the employees work-

[15] Before January, when the Mundelein store commenced operation, the Company had had another store in Waukegan, Illinois, approximately 15 miles northeast of Mundelein and 30–35 miles from North Lake. However, the Waukegan facility was closed by the time the Mundelein store opened, although rent continued to be paid on the facility until March or April.

[16] 251 NLRB 1213, 1220 (1980), quoted with approval in *Auto Processing Company and Auto Warehousing Company*, 258 NLRB 854 (1981).

[17] Also see *Party Cookies, Inc.*, 237 NLRB 612, 616 (1978); *Smith's Management Corporation d/b/a Frazier's Market*, 197 NLRB 1156, 1157 (1972); *Meijer, Inc., d/b/a Meijer's Thrifty Acres*, 222 NLRB 18, 24–25 (1976), enfd. 564 F.2d 737 (6th Cir. 1977); *The Wackenhut Corporation*, 226 NLRB 1085, 1089 (1976).

[18] 238 NLRB 174, 175 (1978).

ing at Store No. 1 enjoy a community of interest separate and distinct from the employees at Store No. 2. Rather, what is most relevant is whether or not the employees at the sought store perform their day-to-day work under the immediate supervision of one who is involved in rating their performance and in affecting their job status and who is personally involved with the daily matters which make up their grievances and routine problems. It is in this framework that we examine community of interest, for the day-to-day problems and concerns among the employees at one location may not necessarily be shared by employees who are separately supervised at another location.[9]

[9] See, e.g., *Haag Drug Company, Inc.*, 169 NLRB at 878; *Star Market Co., d/b/a Dan's Star Market Co.*, 172 NLRB at 1395; *Purity Supreme, Inc.*, 197 NLRB at 917.

The record here shows that a substantial degree of supervisory control has been vested in the individual store managers. They schedule employees for work on various shifts, deciding who will work set hours and those whose shifts will rotate; they approve vacations, assign overtime, and grant time off. As is true with the other stores, after the initial hiring phase in connection with the store's opening, job seekers apply at the Mundelein store and are initially interviewed by the store manager. Although applicants for positions as cashiers and stock clerks are also interviewed by district manager on the store manager's recommendation before being hired, store managers are authorized to engage maintenance or utility clerks without further interview by the district manager, who approves their hire solely on the store manager's advice. There are about three such maintenance clerks at Mundelein.

If store employees, including those in Mundelein, fail to please, the store managers are expected to complete "constructive advice" forms which go into employees' personnel files and which, with other such recorded forms, may lead to disciplinary interview by the district manager and ultimately to more severe measures. Store managers also participate in resolving employee complaints in the early stages of the grievance procedure, or whether handled independently of that process. It is only after they have been unable to resolve a problem that the district manager and Johnson, if later required, become involved.

Store hours vary and are approved in accordance with the various store managers' recommendations. Within the framework of suppliers, products and prices established by the central office, store managers do the purchasing for their respective stores, determining the items and quantities required, and, within limits, whether additional brand name or generic items are needed. From the above, it is clear that the immediate supervision and day-to-day concerns at the Mundelein store are separate and autonomous from those at the other stores. As found in *Renzetti's, supra*, this automony is not lost merely because the day-to-day operation of each store is overseen by the district manager, as central corporate officer, so as to exclude the store manager from exercising total independence. The Board noted in that case that "it is the separate supervision at each of the stores, not the independence of the local store manager, which underscores our analysis."[19]

Similarly, in *Purity Food Stores, Inc. (Sav-More Food Stores)*,[20] the Board held that "to regard the Respondent's administrative structure as defeating the appropriateness of a single-store unit would artificially disadvantage the organizational interests of these and other chain-store employees, simply because their employer operates a chain rather than a single-store enterprise."

Other factors in *Purity Foods, Inc., supra*, applicable here, which led the Board to conclude that the disputed store functioned as a distinct economic unit within that Company's overall operations, rather than as part of a multistore chainwide bargaining unit, included geographical separateness,[21] variance of store hours, the use of local advertising campaigns in addition to those done on a chainwide basis, and the performance by employees at each store of parallel, as distinguished from integrated, functions.[22] Here, too, a finding of substantial in-store autonomy could be predicated upon the store managers' responsibilities for scheduling work, hiring, ordering, purchasing, and discipline. In the present case, it also is noted that there was but little interchange between employees at the Mundelein store and those at other locations and that most of those assigned to Mundelein from other facilities had been specially brought in to help with the opening of that store.

From the above, notwithstanding the considerable evidence of centralized control of administrative financial and labor relations matters, and the limited interchange of employees, as business needs required, I find that the presumptive appropriateness of a single-store unit[23] has

[19] *Kirlin's Inc. of Central Illinois*, 227 NLRB 1220 (1977), and *Super X Drugs of Illinois, Inc.*, 233 NLRB 1114 (1977), two representation cases cited by the Company, both less recent than *Renzetti's Market, supra*, are distinguishable. In these cases, the store managers had less authority in certain basic personnel functions resulting in diminished in-store autonomy. Accordingly, in *Kirlin's*, unlike the instant matter, store managers could not establish employee work schedules, a function performed for all stores by the central office. In *Super X Drugs*, the store managers could not even reprimand employees without the prior concurrences of the district manager, while here, using the constructive advice forms, store managers independently prepare written reprimands and also participate in the adjustment of grievances.

[20] 160 NLRB 651, 660 (1966), enforcement denied 376 F.2d 497 (1st Cir. 1967). The Respondents, in their briefs, placed particular reliance on the Court of Appeals decision in *Purity Food Stores, Inc., supra*, where it was ruled, contrary to the Board, that in circumstances quite similar to the instant case, but reflecting somewhat more centralized control, the disputed facility was an accretion to the multi-store bargaining unit. The Respondent Company has cited other court cases where the determinations also were contrary to the Board. With genuine respect to the courts of appeals, in the event of precedential conflict, I, of course, am bound by the findings of the Board.

[21] Here, as in *Purity Foods, Inc.*, the store in issue is located approximately 30 miles from the Employer's central office. If in *Purity Foods*, a distance of about 10 miles from the Employer's nearest facility was deemed by the Board sufficiently far to warrant finding that that store served a different trade area from the other stores in the chain, such a conclusion would be even more applicable here, as the Mundelein store is 23 miles from the nearest sister store.

[22] 160 NLRB at 656.

[23] *Haag Drug Company, Incorporated*, 169 NLRB 877 (1968); *Sav-On Drugs, Inc.*, 138 NLRB 1032 (1962).

not been rebutted here and that the Respondent Employer's Mundelein store may constitute a single-store appropriate unit standing alone. The evidence does not warrant a finding that the Mundelein store is an accretion to the four-store unit of Company employees who are represented by the Respondent Union.[24]

Even, *arguendo*, if it were found in agreement with the Respondents that the contractual recognition provision validly could be construed as a "after acquired" or additional stores clause under the Act, so as to give the collective-bargaining agreement applicability to subsequently opened stores, under *Houston Division of the Kroger Co.*,[25] the Board interprets such clauses to be contractual waivers of an employer's right to petition for a Board election upon request for recognition. However, *Kroger* and cases in its line establish that such classes require recognition only upon proof of majority status by a union. In the present case, it is undisputed that General Manager Johnson had recognized the Respondent Union as bargaining representative and had decided to apply the existing collective-bargaining agreement to employees at the Mundelein store before a representative complement was employed there. It also is clear that uncoerced majority status was never obtained among the employees at that facility by the Respondent Union as applications for membership in Local 707 dues-checkoff authorizations and enrollment forms for Local 707-sponsored insurance were distributed to job applicants by company supervisors and agents in December 1980 and January 1981 as part of the initial hiring process at Mundelein. Moreover, Johnson testified in effect that the contract was extended to the Mundelein store in December 1980, before a representation complement was employed there. As the evidence shows that the Respondent Union does not represent an uncoerced majority of employees at the Mundelein store, under *Kroger*, the contractual clause whereby that union is recognized for "all the Company's hourly employees" could not in itself justify extension of the collective-bargaining agreement to Mundelein.

Accordingly, I find, commencing in December 1980, that by applying and enforcing the collective-bargaining agreement, including those of its provisions concerning union security, dues checkoff,[26] and insurance to its Mundelein employees when those employees had been afforded no opportunity to express their preferences in a secret election and had not otherwise freely indicated a desire to be represented by the Respondent Union, the Respondent Employer has violated Section 8(a)(1), (2), and (3) of the act, and the Respondent Union, by accepting all of the foregoing, and by participating in the posting of a sign at the Mundelein store indicating that it represented persons employed there has violated Section 8(b)(1)(A) and (2) of the Act. In these circumstances, the Respondent Employer unlawfully assisted Local 707 in further violation of Section 8(a)(2) and (1) of the Act by posting, or permitting the Respondent Union to post, a sign at the Mundelein store that the Respondent Union represented the Company's employees at that facility. It is clear that the effect of that sign would be to perpetuate the unlawful recognition afforded to the Respondent Union by discouraging employees and/or applicants for employment at that store from joining or supporting another labor organization. It further tended to discourage organizational efforts among those employees by other unions in the belief that Mundelein employees already were validly represented.

B. *Acts of Interference, Coercion, and Restraint—Facts and Concluding Findings*

Joan Mueller[27] testified without contradiction that in February, while in the office of Jerry Albino, Mundelein store manager, obtaining her daily cash drawer, Albino announced that he wanted to ask Mueller a question, but that she should not let the matter go further than that room. He then asked if Mueller had been approached by any other union. When Mueller replied that she had not and asked, why, had anyone else had been so approached, Albino told her that a few people had been.

I find that the above unrebutted interrogation of Mueller concerning her union activities was in violation of Section 8(a)(1) of the Act.

Mary Citterman[28] testified that on December 17, 1980, after taking a test at the Mundelein store in connection with her application for employment there, she asked the then district manager, Richard Lorenzetti, in the presence of several other employees, if she could keep her outside job at Eagle and still work at Save-It. Lorenzetti replied that she could not continue to work at Eagle because she could not be in two unions at the same time.[29] He advised Citterman to go to Eagle and tell them that she had a better job. Citterman testified that she could specifically recall the date of this incident as it was on the following day that she quit her job at Eagle.

Lorenzetti remembered that, in December, while he was conducting one of her two prehire interviews, Citterman had told him that she was employed by Eagle. He, in turn, informed her that it was company policy not to allow an employee to work for a competitor. She could work either for Eagle or for the Respondent Employer. If she wanted to work for Save-It, she would have to resign her job at Eagle. Lorenzetti denied having told Citterman that she could not belong to two unions at one time or that he had told Citterman to inform Eagle that she had a better job.

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[24] That employees at the Mundelein store receive the same pay rates and other benefits as employees at the other stores by virtue of extension of the collective-bargaining agreement to cover them does not, under a theory of bargaining history or propriety, weigh against finding a separate single-store unit to be appropriate here. *TRT Telecommunications Corporation*, 230 NLRB 139, 141-142 (1977).

[25] 219 NLRB 388 (1975). Also see *Joseph Magnin Company, Inc.*, 257 NLRB 656 (1981).

[26] Included in this finding is that moneys for initiation fees and dues actually were deducted by the Company pursuant to improperly obtained checkoff authorization and were paid over to the Respondent Union.

[27] At the time of the hearing, Mueller was employed as a cashier in the Mundelein store, a position she had held since the opening of that store.

[28] Citterman, also a cashier at the Mundelein store since its opening, had been working at the Eagle grocery in Libertyville, Illinois, as a utility clerk when she was hired by the Respondent Employer to work at Mundelein.

[29] While employed at Eagle, Citterman had been a member of the United Food and Commercial Workers Union.

Citterman's account of this incident is credited. She appeared to be a forthright witness with a clearer, more detailed recollection of what had occurred than Lorenzetti. Also, that Citterman was on the Company's payroll when, at economic risk to herself, she testified against her Employer's interest, is a factor to be considered in assessing credibility.[30] It further is noted that, although Eagle was a competitor to Save-It, her maintenance job there did not present a clear conflict in employment. Citterman's positions at either company were hardly sensitive.

Accordingly, it is concluded that by Lorenzetti's statement to Citterman in the presence of other employees that her ability to obtain employment with the Company, in effect, was contingent upon union membership, specifically, upon her giving up membership in a labor organization other than the Respondent Union, the Respondent Employer violated Section 8(a)(1) of the Act.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The unfair labor practices of the Respondents set forth in section III, above, occurring in connection with the operations of the Respondent Company described in section I, above, have a close, intimate, and substantial relationship to trade, traffic, and commerce among the several States and tend to lead to labor disputes, burdening and obstructing commerce and the free flow thereof.

CONCLUSIONS OF LAW

1. The Respondent Employer is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The Respondent Union, National Production Workers Union, Local 707, and the Charging Party, United Food and Commercial Workers Union, Local 1540, AFL-CIO-CLC, are labor organizations within the meaning of Section 2(5) of the Act.

3. By extending and applying its existing collective-bargaining agreement with the Respondent Union to employees at its Mundelein, Illinois, store when that union did not represent an uncoerced majority of those employees, the Respondent Employer engaged in unfair labor practices within the meaning of Section 8(a)(3) of the Act.

4. By the above conduct, and by further unlawfully assisting and supporting the Respondent Union in soliciting or instructing employees and/or applicants for employment at Mundelein to sign membership applications, dues-checkoff authorizations, and insurance enrollment forms for the Respondent Union; in deducting moneys from wages of its Mundelein employees and remitting same to the Respondent Union as initiation fees and dues; and in permitting the posting of signs at its Mundelein premises indicating that the Respondent Union represented employees at its Mundelein store, the Respondent Employer engaged in unfair labor practices in violation of Section 8(a)(2) of the Act.

5. By the conduct in paragraphs 3 and 4, above; by coercively interrogating an employee at the Mundelein store concerning her union activities and by informing employees and/or applicants for employment at the Mundelein store that employment there was contingent upon their union status and/or cessation of membership in labor organizations other than the Respondent Union, the Respondent Employer has committed unfair labor practices in violation of Section 8(a)(1) of the Act.

6. By obtaining and accepting recognition as the collective-bargaining representative of the Respondent Employer's employees at the Mundelein store and by accepting the extension and the application of that contract to those employees at a time when it did not represent an uncoerced majority of the affected employees, the Respondent Union engaged in unfair labor practices within the meaning of Section 8(b)(2) of the Act.

7. By the conduct described in paragraph 6, above, by accepting moneys deducted by the Respondent Employer from employees' wages at the Mundelein store and remitted for initiation fees and dues, and by participating in the posting of signs at the Mundelein store indicating that it represents persons employed there, the Respondent Union is restraining and coercing employees of the Respondent Employer in the exercise of the rights guaranteed them in Section 7 of the Act, in violation of Section 8(b)(1)(A) of the Act.

8. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) of the Act.

THE REMEDY

Having found that the Respondents have engaged in certain unfair labor practices, I shall recommend that they be ordered to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act.

Having found that the Respondent Employer unlawfully recognized and gave support to the Respondent Union at its Mundelein, Illinois, store and unlawfully imposed a contract with that union containing union-security, dues-checkoff, and insurance provisions, I shall recommend that the Respondent Employer withdraw and withhold all recognition from Respondent National Production Workers Union, Local 707, as the collective-bargaining representative of its employees at its Mundelein store and cease giving effect at that location to its contract, without, however, requiring that the Respondent Employer vary any wage or other substantive features established under the same contract.

Inasmuch as I have found violations of the Act in the unlawful extension of the union-security contract to the employees at the Mundelein store, I shall recommend that the Respondent Employer and the Respondent Union be ordered, jointly and severally, to reimburse the employees for dues and fees and any other moneys unlawfully exacted from them, with interest thereon to be

[30] *Technical Careers Institutes, Inc.*, 259 NLRB 283 (1981); *World Generator Company, Inc.*, 242 NLRB 1295, 1299, fn. 11 (1979); *Georgia Rug Mill*, 131 NLRB 1304, 1305, fn. 2 (1961), enfd. as modified 308 F.2d 89 (5th Cir. 1962).

computed in the manner prescribed in *Florida Steel Corporation*.[31]

Upon the foregoing findings of fact, conclusions of law, and upon the entire record, and pursuant to Section 10(c) of the Act, I hereby issue the following recommended:

ORDER[32]

A. Respondent Save-It Discount Foods, Inc., Mundelein, Illinois, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Contributing support and assistance to Respondent, National Production Workers Union, Local 707, or to any other labor organization of its employees.

(b) Recognizing the Respondent Union, Local 707, as the bargaining representative of any of its employees at its Mundelein, Illinois, store for the purpose of dealing with the Company concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment, unless and until said labor organization shall have demonstrated its exclusive majority representative status pursuant to a Board-conducted election among the said employees at the Mundelein store.

(c) Giving effect to the collective-bargaining agreement of January 1979 between the Respondents, or to any extension, renewal, or modification thereof (insofar as it applies to employees at the Mundelein store), provided, however, that nothing herein shall require the Respondent-Company to vary or abandon any wages, hours, or other substantive features of its relations with its employees at Mundelein which the Respondent Employer has established in the performance of a contract, or to prejudice the assertion by employees of any rights they may have thereunder.

(d) Soliciting or instructing employees and/or applicants for employment at the Mundelein store to sign membership applications, dues-checkoff authorizations, and insurance enrollment forms for the Respondent Union.

(e) Deducting moneys from the wages of its Mundelein employees and remitting same to the Respondent Union as initiation fees and dues.

(f) Permitting or sponsoring the posting of signs at its Mundelein store indicating that the Respondent Union represents persons employed there.

(g) Coercively interrogating employees at its Mundelein store concerning their union activities.

(h) Informing employees and/or applicants for employment at its Mundelein store that employment there is contingent upon their union status and/or their discontinuation of membership in labor organizations other than the Respondent Union.

(i) In any like or related manner interfering with the rights guaranteed employees in Section 7 of the Act.

2. Take the following affirmative action which will effectuate the policies of the Act:

(a) Withdraw and withhold all recognition from the Respondent Union, Local 707, as the exclusive bargaining representative of its employees at Mundelein for the purpose of dealing with it concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment unless and until said labor organization shall have demonstrated its exclusive majority status pursuant to a Board-conducted election among its employees at the Mundelein store.

(b) Jointly and severally with the said Respondent Union, Local 707, reimburse its employees at Mundelein for any initiation fees, dues, or other moneys paid or checked off pursuant to the aforesaid agreement or any extension, renewal, modification, or supplement thereof, or to any agreement superseding it, plus interest thereon computed in the manner set forth in the section of this Decision entitled "The Remedy."

(c) Preserve and, upon request, make available to the Board and its agents, for examination and copying, all payroll records, and reports and all other records required to ascertain the amount of any reimbursements due under the terms of this recommended Order.

(d) Post at its Mundelein, Illinois, store copies of the attached notice marked "Appendix A."[33] Copies of said notice on forms provided by the Regional Director for Region 13, after being duly signed by Respondent Employer's representatives, shall be posted by the Respondent Employer immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent Employer to ensure that said notices are not altered, defaced, or covered by any other material.

(e) Post at the same places as set forth in paragraph 2(d), above, and as soon as they are forwarded by the Regional Director, copies of the Respondent Union, Local 707, notice herein marked "Appendix B."

(f) Notify the Regional Director for Region 13, in writing, within 20 days from the date of this Order, what steps have been taken to comply herewith.

B. Respondent, National Production Workers Union, Local 707, its officers, agents, and representatives, shall:

1. Cease and desist from:

(a) Acting as the exclusive bargaining agency of any of the Respondent Employer's Mundelein, Illinois, employees for the purpose of dealing with the Company concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment unless and until said Respondent Union shall have demonstrated its exclusive majority representative status pur-

[31] 231 NLRB 651. See, generally, *Isis Plumbing & Heating Co.*, 138 NLRB 716 (1962).

[32] In the event no exceptions are filed as provided by Sec. 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec. 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

[33] In the event that this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

suant to a Board-conducted election among the employees at the Mundelein store.

(b) Giving effect to the January 1979 collective-bargaining contract between the Respondent Employer and the Respondent Union, Local 707, insofar as it affects employees at the Mundelein store or to any extension, renewal, or modification thereof.

(c) In any other manner restraining or coercing employees at the Respondent Employer's Mundelein store, in the exercise of the rights guaranteed them in Section 7 of the Act.

(d) Participating in the posting of signs at the Mundelein store indicating that it represents the Respondent Employer's employees employed there.

2. Take the following affirmative action which will effectuate the policies of the Act:

(a) Jointly and severally with the Respondent Employer reimburse the said Company's Mundelein employees for any initiation fees, dues, or other moneys paid or checked off pursuant to the agreement applied to the Respondent Employer's employees there or to any extension, renewal, modification, or supplement thereof, or to any agreement superseding it, plus interest thereon computed in the manner set forth in the section of this Decision entitled "The Remedy."

(b) Preserve and, upon request, make available to the Board or its agents, for examination and copying, all financial records and reports and all other documents necessary and revelant to analyze and compute the amounts in reimbursements due under this Order.

(c) Post in conspicuous places in the Respondent Union's business office, meeting halls, and places where notices to its members are customarily posted copies of the attached notice marked "Appendix B."[34] Copies of said notice, on forms furnished by the Regional Director for Region 13, shall, after being duly signed by an authorized representative of the Respondent Union, be posted immediately upon receipt thereof, and be maintained by it for a period of 60 consecutive days thereafter. Reasonable steps shall be taken by the Respondent Union to ensure that said notices are not altered, defaced, or covered by any other material.

(d) Furnish to the Regional Director for Region 13 signed copies of the aforesaid notice for posting by Respondent Employer at its Mundelein, Illinois, store, in places where notices to employees are customarily posted. Copies of said notice, to be furnished by the Regional Director, shall, after being signed by the Respondent Union, as indicated, be forthwith returned to the Regional Director for disposition by him.

(e) Notify the Regional Director for Region 13, in writing, within 20 days from the date of this Order, what steps have been taken to comply herewith.

[34] See fn. 33, *supra.*

APPENDIX A

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

After a hearing in which all sides were represented by their attorneys and presented evidence, it has been found that we have violated the National Labor Relations Act in certain respects. To correct and remedy these violations, we have been directed to take certain actions and to post this notice.

WE WILL NOT assist or contribute support to National Production Workers Union, Local 707, or any other labor organization of our employees.

WE WILL NOT recognize the above-named Union as the exclusive bargaining representative of our employees at our Mundelein, Illinois, store, unless and until said labor organization shall have demonstrated its exclusive majority status pursuant to a Board-conducted election among said employees.

WE WILL NOT give effect to the collective-bargaining contract of January 1979 with the above-named Union, insofar as it affects employees at the Mundelein store, but WE WILL NOT vary or abandon those wages, hours, or other substantive features of our relations with our employees, established in performance of said agreement, or prejudice the assertion by employees of any rights they have thereunder.

WE WILL NOT solicit or instruct our employees and/or applicants for employment at our Mundelein store to sign membership applications, dues-checkoff authorizations, and insurance enrollment forms for the above-named Union.

WE WILL NOT deduct moneys from the wages of our Mundelein employees and pay this over to the above-named Union as initiation fees and dues.

WE WILL NOT post or allow the posting of signs at our Mundelein store indicating that the above-named Union represents our employees at that location.

WE WILL NOT coercively interrogate our employees concerning their union activities.

WE WILL NOT inform employees and/or applicants for employment that job opportunities with us depend upon their union status and/or giving up membership in labor organizations other than the above-named Union.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of the rights guaranteed them under Section 7 of the Act.

WE WILL jointly and severally with National Production Workers Union, Local 707, make whole, with interest, the employees of our Mundelein store for dues and intiation fees paid to that labor organization.

All our employees are free to become or remain, or to refrain from becoming or remaining, members of the above-named Union or any other labor organization.

SAVE-IT DISCOUNT FOODS, INC.

APPENDIX B

NOTICE TO MEMBERS
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

After a hearing in which all sides were represented by their attorneys and presented evidence, it has been found that we have violated the National Labor Relations Act in certain respects. To correct and remedy these violations, we have been directed to take certain actions and to post this notice.

WE WILL NOT act as the exclusive bargaining representative of the employees of Save-It Discount Foods, Inc., at its Mundelein, Illinois, store, unless and until we have demonstrated our exclusive majority representative status pursuant to a Board-conducted election among the said employees.

WE WILL NOT give effect to the collective-bargaining agreement, dated January 1, 1979, between the above-named Company and ourselves, insofar as it applies to the Mundelein store employees, or to any extension, renewal, or modification thereof affecting the said employees.

WE WILL NOT in any like or related manner restrain or coerce the aforementioned employees in the exercise of rights guaranteed them in Section 7 of the Act.

WE WILL NOT participate in the posting of signs at the above-named Employer's Mundelein store indicating that we are the collective-bargaining representative of the persons employed there.

WE WILL jointly and severally with Save-It Discount Foods, Inc., make whole, with interest, the employees at the Mundelein store for dues and initiation fees paid by them to us.

NATIONAL PRODUCTION WORKERS UNION,
LOCAL 707